



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

March 16, 2010

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

#36 MARCH 16, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**LA CRESCENTA/LA CAÑADA FLINTRIDGE
SUMMER BEACH BUS SERVICE
FOR 2010 AND 2011 SUMMER SEASONS
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

This action is to authorize the Director of Public Works or her designee to enter into an agreement with the City of La Cañada Flintridge for the City's share of cost for the La Crescenta/La Cañada Flintridge Summer Beach Bus service for the 2010 and 2011 summer seasons.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the activity is statutorily exempt from the provisions of the California Environmental Quality Act.
2. Authorize the Director of Public Works or her designee to negotiate and execute an agreement with the City of La Cañada Flintridge, providing for the City of La Cañada Flintridge and the County of Los Angeles to jointly finance, and the County of Los Angeles to administer the transportation services for the La Crescenta/La Cañada Flintridge Summer Beach Bus service for the 2010 and 2011 summer seasons.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to authorize the Director of Public Works or her designee to enter into an agreement, similar to the enclosed agreement, with the City of La Cañada Flintridge (City), which provides for the continuation of Summer Beach Bus service for City residents and for the City to reimburse the County of Los Angeles (County) for the City's share of the annual cost of the program.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The agreement will continue a collaborative effort with the City to provide service to the public in a responsive manner and allows County and City residents an affordable means to travel to the beach.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The total annual cost of the La Crescenta/La Cañada Summer Beach Bus service is estimated to be \$45,000. The City's jurisdictional share of the cost is estimated to be \$13,000. The necessary funds for the County's share are available in the Fifth Supervisorial District's Proposition A Local Return Transit Program included in the Fiscal Year 2009-10 and the proposed Fiscal Year 2010-11 Transit Enterprise Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The agreement will be approved as to form by County Counsel prior to submittal to the Director of Public Works or her designee for signature.

ENVIRONMENTAL DOCUMENTATION

The proposed activity is statutorily exempt from the provisions of the California Environmental Quality Act pursuant to Section 21080(b)(10) of the Public Resources Code. This exemption provides for the implementation of passenger or commuter services.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This action provides for the continuation of the current Summer Beach Bus service to City residents.

CONCLUSION

Please return one adopted copy of this letter to Public Works, Programs Development Division.

The Honorable Board of Supervisors
3/16/2010
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Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER
Director

GF:SA:yr

Enclosures

c: Chief Executive Office (Lari Sheehan)
County Counsel
Executive Office
Office of Affirmative Action Compliance

DRAFT AGREEMENT FOR THE PROVISION OF SUMMER BEACH BUS SERVICE

THIS AGREEMENT, made and entered into by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY), and the CITY OF LA CAÑADA FLINTRIDGE, (hereinafter referred to as CITY):

WITNESSETH

WHEREAS, the COUNTY and the CITY agree that it is in the public interest to provide transportation service for residents of the unincorporated La Crescenta area and residents of the CITY to the Santa Monica Beach area (hereinafter referred to as (SERVICE) for the 2010 and 2011 summer seasons, and

WHEREAS, the COUNTY proposes to administer the SERVICE and to bill the CITY for the actual cost of CITY'S portion of the SERVICE including COUNTY'S operating, marketing, and administration costs of the SERVICE, as indicated below. The COUNTY and CITY agree that the COUNTY will administer the SERVICE and the CITY will pay its portion of the SERVICE costs in accordance with paragraph six herein.

NOW, THEREFORE, in consideration of the covenants and conditions herein contained to be kept and performed by the parties hereto, the COUNTY and the CITY agree as follows:

FIRST: The COUNTY proposes to contract with a transit service provider to furnish SERVICE to persons boarding in the CITY and unincorporated La Crescenta areas, at such time and place specified along the established operating route as shown in Exhibit A.

SECOND: The term of this AGREEMENT shall commence upon Board approval and end on January 31, 2012. The operation of the SERVICE for the 2010 summer season shall begin on June 22, 2010, and run through Labor Day, September 6, 2010, at such time and place shown in Exhibit A. The COUNTY will determine the exact days and dates of SERVICE for the 2011 summer season approximately 60 calendar days prior to the first day of operation in each year.

THIRD: The CITY agrees to allow the COUNTY to provide SERVICE and to designate COUNTY as the entity responsible for coordinating and administering the program. The County agrees to pay for the SERVICE costs of providing, operating, and maintaining vehicles, drivers, dispatchers, and other necessary personnel, and insurance based on the COUNTY records (hereinafter referred to as OPERATION COSTS OF SERVICE) subject to the CITY'S reimbursement as provided herein.

FOURTH: The COUNTY and the CITY have cooperatively established SERVICE routes and schedules within COUNTY'S available transportation capacity. If it is determined that SERVICE may be improved by revisions to scheduling, vehicle assignment, or areas served, the COUNTY and the CITY may plan and COUNTY may institute such changes upon mutual consent under the terms of this AGREEMENT.

FIFTH: The COUNTY shall charge a base fare of \$3.00 per round trip ride and a reduced fare of \$1.50 per round trip for the elderly (60 years of age and older) and persons with disabilities. Fare revenues shall be retained by the COUNTY'S transit service provider for SERVICES to partially fund the OPERATION COSTS OF SERVICE.

SIXTH: The CITY agrees to pay upon receipt of an invoice from the COUNTY, and documentation in support thereof, one-third (33.3 percent) of the total OPERATION COSTS OF SERVICE. The CITY also agrees to pay one-half (50 percent) of the total joint cost of marketing the SERVICE. Joint marketing costs will be for any mutually agreed upon marketing effort that is intended to reach residents of both the CITY and the COUNTY. Marketing costs for efforts aimed solely at the CITY residents or solely at the COUNTY residents will be borne by the jurisdiction whose residents are the target of the independent marketing efforts and shall not include either CITY staff or COUNTY staff time spent in the joint marketing efforts. The CITY also agrees to pay a portion of the COUNTY'S administration costs, upon receipt of claim and documentation provided by the COUNTY; this amount shall be one-fifth (20 percent) of the CITY's share of the OPERATION COSTS OF SERVICE.

SEVENTH: The COUNTY shall submit an invoice for payment for that calendar year in the form and number required by the CITY for SERVICE provided at the annual completion of SERVICE. Subject to acceptance and approval by the CITY, payment will be made within 30 calendar days of approval.

EIGHTH: That if the CITY'S payments, as set forth in Section 6 above, are not delivered to the COUNTY office, which will be described on the billing invoice prepared by the COUNTY, within 30 calendar days after the due date of said invoice, the COUNTY is entitled to recover interest thereon from the date of the invoices at the rate of interest specified in the General Service Agreement executed by the parties to this AGREEMENT currently in effect.

NINTH: That if the CITY'S payments, as set forth in paragraph six above, are not delivered to the COUNTY office, which will be described on the billing invoice prepared by the COUNTY, within 30 calendar days after the due date of said invoice, notwithstanding the provisions of Government Code, Section 907, the COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with the COUNTY, without giving notice to the CITY of the COUNTY'S intention to do so.

TENTH: The CITY shall review all project billing invoices prepared by the COUNTY and report in writing any discrepancies to the Director of Public Works or designee (hereinafter referred to as DIRECTOR) within 30 calendar days. Undisputed charges shall be paid by the CITY to the COUNTY within 30 calendar days of receipt of invoice. The DIRECTOR will review all disputed charges and submit a written justification detailing the basis for those charges within 30 calendar days of receipt of the CITY'S written report. The CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within 30 calendar days.

ELEVENTH: Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) to third parties occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.

TWELFTH: Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) to third parties occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.

THIRTEENTH: In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein. This Section is not intended to abrogate apportionment of noneconomic damages pursuant to Civil Code Section 1431.2.

FOURTEENTH: It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32061 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

FIFTEENTH: The COUNTY or the CITY may terminate this AGREEMENT at any time during its term, upon 30 calendar days' prior written notice to the other party without further liability. The CITY agrees to pay its share of the cost of SERVICE up to the point of termination within 30 calendar days of receipt of invoice from the COUNTY.

SIXTEENTH: The COUNTY shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by the County transit service provider's failure to perform or by forces of nature, fire, strike, loss of funding, or commandeering of materials, products, plants, or facilities by the government when satisfactory evidence thereof is presented to the CITY.

SEVENTEENTH: Joint marketing may use any media subject to review by the CITY and the COUNTY. All promotional material specifically disseminated to the CITY or the COUNTY areas shall include the following: "This Service is financed through funds provided by the County of Los Angeles and the City of La Cañada Flintridge."

EIGHTEENTH: This AGREEMENT is by and between CITY and COUNTY and is not intended and shall not be construed to create the relationship of agent, servant, employees, partnership, joint venture, or association as between CITY and COUNTY. This AGREEMENT is not intended to benefit any third parties.

NINETEENTH: The COUNTY will provide access to daily ridership logs (e.g., drivers' and dispatchers' logs) or other operational records for SERVICE deemed necessary by CITY and will provide copies thereof upon specific request of the CITY. The COUNTY will report the CITY ridership to the CITY at the end of each summer season. The COUNTY will keep records of all OPERATION COSTS OF SERVICE in accordance with strict accounting procedures. All reportable (as defined by law) accidents involving SERVICE equipment or personnel while operating with the CITY passengers shall be reported within one COUNTY business day (Monday through Thursday) to the CITY'S Transit Manager, or their designee. The COUNTY will maintain such operating and fiscal records as necessary to comply with the Los Angeles County Metropolitan Transportation Authority's Proposition A Local Return guideline requirements and procedures and will maintain all records on file for a minimum of three years following the term of this AGREEMENT.

TWENTIETH: This AGREEMENT shall be construed in accordance with and governed by the laws of the State of California. This AGREEMENT was drafted by both parties and any ambiguity shall not be construed against either party.

TWENTY-FIRST: This AGREEMENT fully expresses all understanding of the parties concerning all matters covered and shall constitute the total AGREEMENT. Except as may otherwise be provided herein, no addition to, or alteration of, the terms of this AGREEMENT, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this AGREEMENT, which is formally approved and executed by both parties.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the CITY OF LA CAÑADA FLINTRIDGE on _____, 2010, and the DIRECTOR OF PUBLIC WORKS pursuant to authority delegated by the COUNTY OF LOS ANGELES BOARD OF SUPERVISORS on _____, 2010, Item No. ____.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By _____
Deputy

CITY OF LA CAÑADA FLINTRIDGE

By _____
City Manager

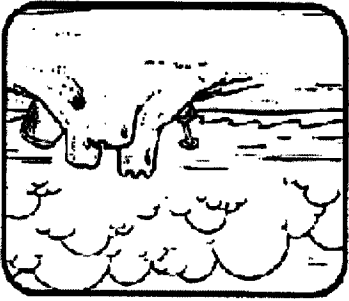
Type or Print Name

By _____
City Clerk

Type or Print Name

By _____
City Attorney

Type or Print Name



FARE STRUCTURE

Exact fare please

ROUND TRIP	
All Children and Adults.....	\$3.00
Sr. Citizens (60+)*	\$1.50
Persons with Disabilities.....	\$1.50
*with proper identification	

MINIMUM AGE REQUIREMENT

Any person boarding the bus under 12 years of age must be accompanied by an adult.

SPECIAL ACCOMMODATIONS

If you have a disability accommodation need, and/or you are planning a large group trip, please call at least three business days in advance, Monday through Thursday, 8am -5pm, and we may be able to accommodate you.

(626) 458-3909



This service is sponsored by the County of Los Angeles Supervisor Michael D. Antonovich and the City of La Cañada Flintridge Mayor Laura Olhassso

DATES AND SCHEDULE

JUNE 22 - SEPTEMBER 6, 2010
TUESDAYS, THURSDAYS, FRIDAYS,
SATURDAYS, AND LABOR DAY

BUS TO SANTA MONICA BEACH

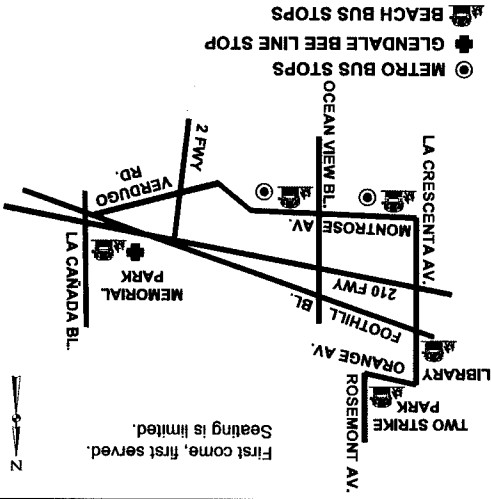
Foothill Bl./La Cañada Bl. (NW corner)	9:15 a.m.
Two Strike Park (on Rosemont Av)	9:30 a.m.
County Library (on La Crescenta Bl)	9:35 a.m.
Montrose Av./La Crescenta Av.	9:45 a.m.
Montrose Av./Ocean View Bl. (SE corner)	9:50 a.m.
Santa Monica Beach (at the pier parking lot)	10:50 a.m.

**BUS TO LA CRESCENTA/
LA CAÑADA FLINTRIDGE**

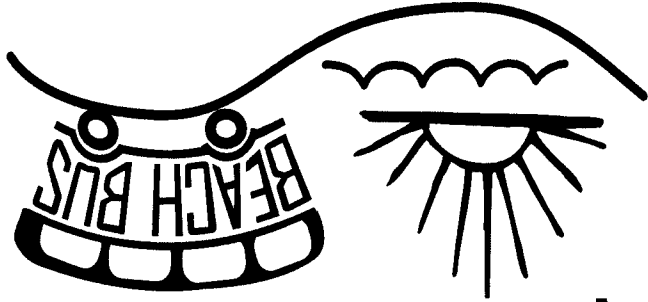
Santa Monica Beach	3:30 p.m.
Foothill Bl./La Cañada Bl. (NW corner)	4:30 p.m.
Two Strike Park (on Rosemont Av)	4:40 p.m.
County Library (on La Crescenta Bl)	4:45 p.m.
Montrose Av./La Crescenta Av.	4:50 p.m.
Montrose Av./Ocean View Bl. (SE corner)	4:55 p.m.

Note: Times may vary depending on traffic

BUS STOPS



from the HILLS
to the SEA
and back again



**LA CRESCENTA/
LA CAÑADA FLINTRIDGE**

Ride the

**2010 LA CRESCENTA/
LA CAÑADA FLINTRIDGE
SUMMER BEACH BUS
to SANTA MONICA**

Enjoy the surf, sand, and
surroundings at
Santa Monica Beach

IF YOU NEED INFORMATION IN AN ALTERNATIVE FORMAT,
OR WANT ADDITIONAL INFORMATION, PLEASE CALL

(888) 769-1122

OR VISIT
www.LAGoBus.info